

JOINT VENTURE AGREEMENT

This Joint Venture Agreement between **Real Estate Acquisitions Co.**, a New Jersey limited liability company, with an address at **115 Ely Cres, Suite 700, Robbinsville NJ 08691**, New Jersey (hereinafter individually and collectively called “REA”) and _____ with an address at _____ (hereinafter individually and collectively referred to as “Wholesaler”). REA and Wholesaler, together, represent the Parties in this agreement and are hereinafter referred to as the “Parties”.

WITNESSETH THAT:

WHEREAS, REA is a real estate investment company that specializes in wholesaling properties;

WHEREAS, REA has an agreement with Flipping USA that has executed and entered into a Master Services Agreement and Statement of Work, effective as of October 19, 2022 with Altisource S.A. R.L.(the “Agreement”) pursuant to which Altisource provides online auction and marketing services to Real Estate Acquisitions Co. wholesaled properties through its agreement with Flipping USA;

WHEREAS, Altisource, by itself or through an affiliated real estate brokerage, owns, operates, and manages www.hubzu.com, an online real estate auction and marketing portal;

WHEREAS, Wholesaler is desirous of utilizing the services of REA/Flipping USA, pursuant to its Agreement with Altisource, so that Wholesaler may place its properties on Hubzu (any such property placed on Hubzu being referred to individually herein as the “Property” or collectively herein as the “Properties”); and

WHEREAS, this Joint Venture Agreement is intended to define the rights and obligations by and between REA and Wholesaler; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties confirm and clarify their business relationship in accordance with the terms of this Joint Venture Agreement as set forth below:

ARTICLE I PURPOSE

Purposes

The purpose of this Agreement is to ensure that Wholesaler, with the assistance of REA, is able to place Properties they have under on Hubzu for auction.

Term

The Term of this Agreement shall be perpetual once an individual Property is placed on Hubzu for auction. Once a Property is placed on Hubzu it shall immediately be subject to the terms and conditions of this Agreement.

ARTICLE II

Roles and Responsibilities of REA and Wholesaler:

REA and Wholesaler are partnering on the development and sale of the Properties and the Roles and Responsibilities of each party are outlined as follows:

(a) REA's responsibilities include:

1. Assist Wholesaler in placing Properties for sale by auction; and
2. Marketing and sales support when the Property is ready for auction.

(b) Wholesaler's responsibilities include:

1. Work diligently to provide Properties for disposition and auction to REA;
2. Provide REA with the name, real estate license number, and all names and license numbers of real estate agents and partners working under Wholesaler;
3. Any additional management support services as needed.
4. Wholesaler shall not publicly disclose the existence of the exclusive agreement between Alitsource (Hubzu) and Flipping USA.
5. Any property submitted for auction to Hubzu must be accompanied by authorization to market language which states the following: Marketing: Buyer may market the Property through social media, multiple listing services, auction services and any reasonable means once this Contract of Sale is executed and such marketing may be done without the consent of the Seller.
6. Make sure the Expiration Date of the existing purchase contract with the seller, goes beyond 24 days from initial submission to auction date.
7. Maintain and be compliant with any and all regulations and laws pertaining to wholesalers of real estate in the State in which they conduct business; in reference to the property and contract to be submitted for auction. Wholesaler agrees to indemnify, defend, and hold harmless Flipping USA from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

ARTICLE III REFERRAL FEE

Wholesaler shall pay REA a referral fee for each Property equal to (30%) of the assignment fee or gross amount earned by the Wholesaler at the time of the closing of the Property and as a result of the Buyer originating from the Hubzu auction (the "Referral Fee"). This Referral Fee shall be paid at closing of the Property.

ARTICLE IV NON-CIRCUMVENT AND NON-DISPARAGEMENT

Both parties hereto shall be disclosing and/or exposing certain information to the other which is proprietary in nature. As such, both parties hereto agree that during the relationship and

for three years after the end or termination date, for any reason, of the relationship, Each party shall not, without the prior written consent of the other party, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, contact any person or entity who is or had been either a customer, contractor, representative, vendor, broker, agent, client, prospect or business associate of the other party, unless the person or entity has an active contractual relationship with the other party hereto, which was entered into and material performance has begun prior to the date of this Agreement, is currently active as of the date of this Agreement and the party enforcing this provision can conclusively provide evidence that it was engaged in and doing business prior to the start date of this Agreement with the client in question.

REA will not disparage Wholesaler or Wholesaler's performance or otherwise take any action which could reasonably be expected to adversely affect Wholesaler's personal or professional reputation. Similarly, Wholesaler will not disparage REA or any of its directors, officers, agents or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of REA or any of its directors, officers, agents.

GENERAL PROVISIONS

Notices

Except as expressly provided in this Agreement, all notices, consents, waivers, requests or other instruments or communications given pursuant to this Agreement must be in writing, signed by the party giving the same, and must be delivered by hand or sent by registered or certified United States mail, return receipt requested, postage prepaid, or by a recognized overnight delivery service, addressed. Except as expressly provided in this Agreement, any notice, instrument or other communication will be deemed properly given only when received, or upon refusal of receipt, by the Party to whom it is sent.

Interpretation

(a) Article, section and subsection headings are not to be considered part of this Agreement, are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

(b) Use of the terms "herein," "hereunder," "hereof," and like terms will be deemed to refer to this entire Agreement and not merely to the particular provision in which the term is contained, unless the context clearly indicates otherwise.

(c) Use of the word "including" or a like term will be construed to mean "including but not limited to."

(d) Exhibits and schedules to this Agreement are an integral part of this Agreement.

(e) Words importing a particular gender will include every other gender and words importing the singular will include the plural and vice-versa, unless the context clearly indicates otherwise.

(f) Any reference to a provision of the Code, Regulations or the Act will be construed to be a reference to any successor provision thereof.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, excluding any conflict-of-laws rule or principle that might refer the governance, construction or interpretation of this Agreement to the laws of another State.

Binding Agreement

This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives and successors.

Severability

Each term and provision of this Agreement is intended to be severable. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever that term or provision will be ineffectual and void and the validity of the remainder of this Agreement will not be adversely affected thereby.

Entire Agreement

This Agreement (including the exhibits hereto) supersedes any and all other understandings and agreements, either oral or in writing, between Wholesaler and REA with respect to the Project and the Property and constitute the sole and only agreement between them with respect to the Project's Interests.

Further Action

Wholesaler and REA must execute and deliver all papers, documents and instruments and perform all acts that are necessary or appropriate to implement the terms of this Agreement.

Amendment or Modification

This Agreement (including the Exhibits hereto) may be amended or modified from time to time only by the unanimous written consent of Wholesaler and REA.

Arbitration

Should any dispute arise among the parties to this agreement concerning any matter under the terms of this agreement, such dispute shall, without prejudice to the rights of the parties to pursue their remedies in the courts of law, first be submitted to arbitration in accordance with the latest Commercial Arbitration Rules of the American Arbitration Association. The parties shall resort to such arbitration proceedings before any suit may be brought by one party against the other with respect to any item which shall be the subject matter of arbitration under the terms of this agreement; except if emergent circumstance requires application upon of an order to show cause to preserve, protect or avoid irreparable harm to the joint venture, the purpose for which it is formed, or the assets of the joint venture. Arbitration shall be held within the State of New Jersey in the County of Morris. The arbitration shall be conducted before a panel of two

arbitrators selected by mutual consent of the parties, within twenty (21) days from the notice by a party to the other initiating Arbitration. An award, order or judgment pursuant to arbitration is final, and may be entered in a court of competent jurisdiction and its enforcement through judicial means.

Counterparts

This Joint Venture Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed and adopted this Agreement effective as of _____.

WHOLESALE:

Real Estate Acquisitions Co.

By: _____

By: _____

Name: _____

Name: Shawn Macedo

Title: _____

Title: Managing Partner

Date: _____

Date: _____